

**CITY OF NORTH MIAMI
GREEN BUSINESS REHABILITATION
GRANT PROGRAM AGREEMENT**

THIS GREEN BUSINESS REHABILITATION GRANT PROGRAM AGREEMENT (the "Agreement") is made and entered into as of the 31st day of August, 2016 by and between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, (the "City") having an address at 776 N.E. 125th Street, North Miami, Florida 33161 and **All Smiles General Dentistry P.A., a Florida Profit Corporation** (the "Grantee") having a principal address at 12404 West Dixie Highway, North Miami, FL 33161.

R E C I T A L S

1. The City's Green Business Rehabilitation Program (the "Program") provides financial incentives and create economic opportunity by promoting energy conservation, reduction of greenhouse gases and reduces long term operating costs that encourage sustainability by retrofitting buildings occupied by small businesses

2. Businesses eligible for participation in the Program must, among other things, be located in a commercial space within the City of North Miami, not have any liens against the property, been in business for at least two (2) years, have seven (7) employees or less, and not be part of any national franchise or chain.

3. The Program will fund fifty percent (50%) of the approved total project costs up to a maximum of Five Thousand and 00/100 Dollars (\$5,000.00) per building on a reimbursement basis.

4. The Grantee is the business owner who has applied to the City for a Green Business Rehabilitation Grant for the purpose of rehabilitating and making improvements to the Property with the consent of the Owner of the real property as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

5. The City has approved an award to the Grantee of a Green Business Rehabilitation Grant in the amount of Three Thousand Two Hundred Dollars and 00/100 Dollars (\$3,200.00) (the "Grant") toward the rehabilitation of the Property in accordance with the terms and conditions of this Agreement including, but not limited to, the Program Guidelines attached hereto as Exhibit "B" and by this reference made a part hereof (the "Program Guidelines") and the scope of work and budget for the project attached hereto as Exhibit "C" and by this reference made a part hereof (the "Project" or "Scope of Work").

6. The Grantee desires to accept the Grant subject to the terms, conditions and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitals; Program Guidelines. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference. The terms and provisions of the Program Guidelines are incorporated into this Agreement by reference and the Grantee agrees to abide by such terms and provisions. In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement will control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

Section 2. Effective Term. The term of this Agreement shall commence on the date when it has been executed by both parties (the "Effective Date") and the obligation of the City to fund the Grant shall terminate six (6) months thereafter, unless sooner terminated by either party as set forth herein (the "Funding Termination Date"). In addition to any other rights and remedies of the City set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Grantee to the City by the Funding Termination Date shall be forfeited and Grantee hereby waives any rights to such forfeited portion of the Grant. Notwithstanding the foregoing, this Agreement shall remain in full force and effect following the Funding Termination Date for such time periods as necessary to give the terms and provisions of this Agreement their full force and effect.

Section 3. Scope of Work. The Grantee agrees to use the Grant solely for the reimbursement of costs and expenses paid by the Grantee for the performance of the Scope of Work subject to and in accordance with this Agreement and the Program Guidelines. The Grantee further agrees that the Grant shall only be disbursed in accordance with the attached budget in the amounts for each line item as set forth therein. The Grantee shall be responsible for the design, engineering, permitting and construction of the Project. Grantee shall cause the Project to be commenced within thirty (30) days after the Effective Date and thereafter prosecuted with due diligence and continuity and will achieve final completion on or before the Funding Termination Date. Final completion shall be evidenced by a final certificate of occupancy or use, as applicable, issued by the City of North Miami (the "City"), free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection therewith. The Grantee agrees that the Scope of Work performed under this Agreement shall be performed in accordance with all applicable laws including the City's land use and zoning requirements and the Florida Building Code. The Grantee agrees and represents that the contracts entered into by it for the Project shall require that its contractors, subcontractors, design professionals, engineers and consultants possess the licenses required by applicable laws to cause to be performed the Scope of Work. Grantee shall provide the City with copies of the fully executed architect and contractor agreements and, at the request of the City, copies of the plans and specifications for the Project.

Section 4. Amount Payable. Subject to available funds, the maximum amount payable under this Agreement shall not exceed the Grant amount awarded. The Grantee acknowledges and agrees that should Program funding be reduced or unavailable, the amount payable under this Agreement may be reduced by the City. Availability of Grant funds shall be determined by the City, in its sole discretion. The Grantee waives any and all claims against the City for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the City, its officers, employees, or agents for the performance or non-performance of this Agreement and agrees to hold the City harmless and release the City from any and all claims and liability under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability.

Section 5. Reimbursement Procedures. The City agrees to disburse the Grant to the Grantee on a reimbursement basis for expenses necessarily and properly incurred under this Agreement and paid by Grantee based on the Scope of Work and in accordance with the budget set forth therein all as approved by the City. Payment shall be made in accordance with the following procedures:

5.1 **Reimbursement Request.** Reimbursement requests are to be in writing and presented to the City by the Grantee only after payment has been made by Grantee for labor and materials as set forth in the Scope of Work. Without limiting the foregoing, reimbursement requests shall be made not more often than monthly and only after approximately fifty percent (50%), and one hundred percent (100%) of the Scope of Work has been completed with such percentages based upon expenditure of overall Project costs. The City shall have the right to inspect and verify payment for all labor and materials prior to release of each reimbursement. By submitting a reimbursement request to the City, the Grantee shall be deemed to acknowledge and agree, and represent to the City, that (i) the work has progressed to the point indicated, (ii) the quality of the work is in accordance with the plans and specifications, and (iii) all monies previously paid by the City to the Grantee have been disbursed to the appropriate architect, contractors, consultants, subconsultants, subcontractors, materialmen, vendors and miscellaneous suppliers based upon the prior reimbursement request.

5.2 **Expenditure Report Required.** As part of each reimbursement request, Grantee shall submit to the City, for its review and approval, a detailed expenditure report with all invoices and proof of payment as well as any other information and documentation reasonably requested by the City. No request for reimbursement shall be processed without an expenditure report and the City reserves the right to withhold all or any portion of the Grant if required and/or requested documentation is not submitted or is in a form and substance not acceptable to the City. The payment of any reimbursement request by the City shall not be construed that the work or any portion hereof complies with (a) the Scope of Work, the contract documents, and plans and specifications and/or (b) applicable law including the Florida Building Code, it being acknowledged and agreed by the Grantee that it is the Grantee's sole responsibility to ensure the work complies with (a) and (b) above.

Section 6. Maintenance. Following completion of the Project and for a period of five (5) years thereafter, the Grantee, at its sole cost and expense shall be responsible for and perform all repairs, maintenance and replacements relative to the Scope of Work. The foregoing shall expressly include the repair and replacement of any personal property. Maintenance, repairs and replacements shall be in quality and class comparable to the original construction, to preserve the Project in good working order and condition, reasonable wear and tear excepted.

Section 7. Relationship of the Parties. The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the City, but are only recipients of funding support, and is not an agent or instrumentality of the City or entitled to any employment benefits by the City.

Section 8. Assignment. This Agreement and participation in the Program are not transferable to new business owners or lessees. New business owners must re-apply to participate in the Program and are subject to the "Past Program Participation" restrictions set forth in the Program Guidelines

Section 9. Records, Reports, Audits, Monitoring and Review.

9.1 The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Project. Upon the request of the City, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the City or any of its authorized representatives at all reasonable times during normal business hours. The City shall be entitled to make such copies of the books and records as the City deems appropriate.

9.2 The Grantee's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following the Funding Termination Date. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 10. Breach of Agreement; Remedies.

10.1 **Breach.** A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee fails to complete the Project as set forth in this Agreement; (b) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (c) the Grantee does not receive all permits and/or governmental approvals for the Project as required by applicable law; (d) the Grantee fails to submit a detailed expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures to support reimbursement requests; (e) the Grantee refuses to allow the City access to records or refuses to allow the City to monitor, evaluate and review the Grantee's Project; (f) a transfer or assignment occurs within three (3) years following completion of the Project as set forth in Section 9 above, (g) the Grantee makes or allows to be made any changes, alterations, or modifications to the completed Project without the prior written consent of the City, (h) the Grantee discriminates in violation of any Federal, State or local law; (i) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (j) the Grantee fails to obtain final certificates of occupancy or completion, as applicable, for the Project.

10.2 **Remedies.** Immediately upon the breach of this Agreement by Grantee as set forth in Section 10.1 above, in addition to all rights and remedies available at law or in equity, the City may terminate this Agreement by giving written notice to the Grantee of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the City may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the City and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

10.3 No Waiver. No express or implied consent or waiver by the City to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the City to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the City of its rights hereunder. The giving of consent by the City in any one instance will not limit or waive the necessity to obtain the City's consent in any future instance.

Section 11. Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the City may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise out of, relating to or resulting from the performance or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to City) all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City. Nothing contained in this Agreement shall be construed to affect the City's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Section 12. Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the City designate the following as the respective places for giving such notice:

City: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: City Manager

Copy to: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: City Attorney

Grantee: All Smiles General Dentistry, P.A.
Galvan Messick, LLP, Registered Agent
1900 NW Corporate Blvd. – Suite 101 West
Boca Raton, FL 33431

Section 13. Inspections. At any time during normal business hours, the City or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 14. Limitation of Liability. The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of \$100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the City for any action or claim arising from this Agreement to be limited to the sum of \$100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that City shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of \$100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Section 15. Miscellaneous.

15.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the City. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the City as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements and signs recognize the City for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the City relative to this Agreement.

15.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county and city laws, rules and regulations.

15.3 Modifications. Any amendments, variations, modifications, extensions or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid if in writing, duly approved by the City and signed by both parties.

15.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.6 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and are incorporated herein by reference.

15.7 Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral.

15.8 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

15.9 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

15.10 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

15.11 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

15.12 Survival. All terms and provisions of this Agreement shall survive the Funding Termination Date and the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

15.13 Recording. Grantee agrees that the City may record a Memorandum of this Agreement in the Public Records of Miami-Dade County at Grantee's expense. The form of Memorandum shall be prescribed by the City and the Grantee shall execute such Memorandum simultaneously with this Agreement. The rights and interests created herein, are intended to and shall run with the land, and shall be binding upon, inuring to the benefit of, and enforceable against the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

GRANTEE:

By: Shanna Bernkrant
Shanna Bernkrant
Type or Print Name

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 4 day of August, 2016, by SHANNA SANAH BERNKRANT (who (check one) ☒ are personally known to me or ☐ have produced a Florida drivers license as identification. B 652-797-88-675-0

My Commission Expires: 1/3/2020

Cecelia Tovar
Notary Public
Print Name: Cecelia Tovar

CITY:

CITY OF NORTH MIAMI,
a Florida Municipal Corporation

By: [Signature]
City Manager

Attest:
[Signature]
By: _____
City Clerk

Approved as to form and legal sufficiency:

By: [Signature]
City Attorney

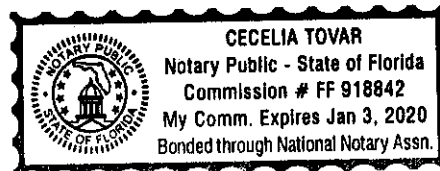


EXHIBIT “A”

Legal Description

EXHIBIT A

PARCEL A:

All of Lots 1 and 2; and Lot 3, LESS the South 20 feet thereof; and Lots 4 and 5, LESS the West 13 feet thereof; and Lot 14, LESS the South 20 feet thereof; and all of Lots 15 and 16, (Block 1), all in BISCAYNE PARK ESTATES, HOME SECTION, PART ONE, according to the Plat thereof as recorded in Plat Book 41, Page(s) 49, of the Public Records of Miami-Dade County, Florida.

PARCEL B:

Lot 6, LESS the Northeasterly 20 feet and the Southeasterly 2 feet thereof; Lot 7, LESS the Southeasterly 2 feet thereof; and all of Lots 12 through 18, inclusive, (Block 2), all in BISCAYNE PARK ESTATES, HOME SECTION, PART TWO, according to the Plat thereof as recorded in Plat Book 42, Page(s) 91, of the Public Records of Miami-Dade County, Florida.

PARCEL C:

Lots 8 and 9, LESS the Southeasterly 2 feet thereof, and all of Lot 11, (Block 2), all in BISCAYNE PARK ESTATES, HOME SECTION, PART TWO, according to the Plat thereof as recorded in Plat Book 42, Page(s) 91, of the Public Records of Miami-Dade County, Florida.

PARCEL D:

That portion of former alley shown on the Plat of BISCAYNE PARK ESTATES, HOME SECTION, PART TWO, according to the Plat thereof as recorded in Plat Book 42, Page(s) 91, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southernmost corner on Dixie Highway of Lot 6, (Block 2), of BISCAYNE PARK ESTATES, HOME SECTION, PART TWO, according to the Plat thereof as recorded in Plat Book 42, Page(s) 91, of the Public Records of Miami-Dade County, Florida; thence run Northwesterly along the Southwesterly line of said Lot 6, for a distance of 100 feet; thence run Northeasterly along the Southeasterly right-of-way line of that certain existing 20-foot alley for a distance of 30 feet; thence at right angles to the last mentioned course and to the left for a distance of 20 feet; thence run Southwesterly along the Northwesterly right-of-way line of said 20-foot alley for a distance of 50.00 feet; thence run Southeasterly along the Southwesterly right-of-way line of said 20-foot alley a distance of 120 feet to the Northwesterly right-of-way line of Dixie Highway; thence run Northeasterly along the Northwesterly right-of-way line of Dixie Highway for a distance of 20 feet to the Point of Beginning.

All of said lands situate, lying and being in Miami-Dade County, Florida.

EXHIBIT “B”
Program Guidelines

Green Business Rehabilitation Grant Program

Application Package

Community Development Block Grant Program

U.S. Department of Housing and Urban Development



**Community Planning
and Development**

City of North Miami

12400 NE 8th Ave

North Miami, FL 33161

305-893-6511

www.northmiamifl.gov

Green Business Rehabilitation Grant Application

Program

Policies and Guidelines

Purpose

The Mayor and Council adopted Resolution 2015-R-26 authorizing the creation of the Green Business Rehab Grant Program. The intent and primary purpose of this program is to create economic opportunity by promoting energy conservation, reduction of greenhouse gases and reduces long term operating costs that encourage sustainability by retrofitting buildings occupied by small businesses. Implementing this new economic development program will help current and future small businesses to "green" their operations and identify a rate of return on their retrofit investments.

Eligibility Criteria

A business owner / business may qualify for consideration provided it meets all the following criteria:

1. Business must be located in a commercial space with the City of North Miami (Proof of ownership or a copy of executed lease is required.);
2. Business can be non-profit or for-profit and must have been in business for at least 2 years (proof include old license, incorporations, sales tax, income tax and utility bill).
3. Cannot have more than seven (7) employees including the owner(s), corporate officer(s), part time and full time employees on the business payroll at the time of program application submittal. Leased employees through another organization will be considered as the business' employee
4. Must not be part of a national chain or franchise
5. Business development or capacity building courses/seminars are strongly encouraged.
6. Grant application submitted
7. Proof of ownership or authorization to make renovations
8. Proof of Property Insurance

9. Proof of Energy Audit completion- coordination with FPL (free) – Provide FPL Report

10. Agreement to obtain Green Business Certification (application is free)

11. Source of Match/Verification of Match Funds

12. Must not have liens against the property

Use of Funds and Activities

The following eligible items may be considered, based on the results of the energy audit, for "green" retrofit are including but not limited to:

1. Lighting fixtures
2. Insulation options
3. Draft/light sealants for windows and doors to conserve energy
4. Automatic timed devices
5. Install energy efficient appliances per energy audit
6. Provide options for Solar energy such as fixtures (on a small scale)

Program Rules and Requirements:

1. The maximum grant amount available for each business is up to \$5,000.
2. A match of 50% is required for a total of \$10,000 for the project retrofit
3. The program is subject of the City's funding availability. Applications are accepted and reviewed on a first come, first served basis.
4. The business must have the City of North Miami Occupational License or Business Tax receipt.
5. The application must be submitted in the legal name of the applicant (i.e., Name of business owner(s) , corporation name as registered with the Florida Department of State, Division of Corporations, etc.)
6. For Corporations, information demonstrating the corporation has an "Active" status in the Florida Department of State, Division of Corporations.
7. The business owner or an authorized representation of the corporation who has legal authority to bind the organization in a contract with the City of North Miami must sign applications.
8. Submission of an application shall constitute acknowledgement and acceptance of all terms and conditions contained in the guidelines and the application. Acceptance of this application does not constitute a contract and does not obligate the City to award funds.
9. Applicant must be willing to comply with all regulations, guidelines and policies as they relate to the program. Application that are incomplete, illegible, lack required attachments, or have other content errors or deficiencies may be rejected.
10. If recommended for funding, Business Owners will be required to sign a written agreement with the City (Letter of Agreement, Provided by the city)
11. All business owners selected to receive this grant must have a DUN & BRADSTREET number. This number must be provided to the City before grant funds can be released.
12. Payments will be made directly to the business.

Requirements documents for funding

Please use this checklist to complete the application package

- ☐ Completed Green Business Rehabilitation Application
- ✓ ☒ Company's Certificate of Incorporation
- ☐ Fictitious Name Registration
- ☐ ~~Business Income Tax Return (Form 1120) for the past 2 years~~
- ☐ ~~Schedule C of IRS form; 1040~~
- ✓ ☒ Current Lease agreement or deed to the property (must be a commercial lease/space)
- ☐ City of North Miami Business Tax Receipt
- ☐ Regular Permit and Professional License (if applicable)
- ☐ W9
- ☐ Business Insurance
- ☐ ~~General Liability for the business~~
- ☐ ~~General liability for the building owner (only if the applicant is the building owner)~~
- ☐ ~~Worker's compensation~~
- ☐ ~~Business Owner's personal recent personal tax return~~
- ☐ ~~Business Owner's "Self Income Certification",~~
- ☐ Copy of IRS determination letter as a non-profit organization (required for all non-profit organization)
- ☐ Energy Audit completion – coordination with FPL (Free)
- ☐ Source of Match/Verification of Match Funds
- ☐ ~~Bylaws and Articles~~

*****The City reserves the right to request additional information about the business and/or business owner(s) that may be needed to process the grant application.**

APPLICATION SUBMISSION

The application must have the original signature of the company owner(s).

Neither faxed nor electronic applications will be accepted

Deliver to:

City of North Miami

Community Planning & Development Department

ATTN: Sam Blatt, Economic and Development Manager

Economic Development & Revitalization Department

Phone Number: 305-893-6511 ext. 12164

Program

(All appointments are scheduled Monday-Friday 10:00 AM- 12:00 PM)

I. CONTACT INFORMATION:

Applicant Name and Title:

E-mail Address:

Company Name:	All smiles General Dentistry, P.A.	Telephone Number:	954-558-5413
Mailing Address:	12404 W Dixie Hwy North Miami, FL 33161	Fax Number:	

II. PROJECT INFORMATION AND GRANT REQUEST:

Amount of Loan Requested: \$ 3,200

Estimated Total Project Cost: \$ 6,400

Project Purpose and Economic Impact:

New HVAC 6,000 contingency 150

New LEV Bulbs - 191.64 contingency 58.36

- Energy Efficient
HALL and LED
Light bulbs

Current Number of Positions:

Full Time:

Part Time:

Full Time:_____

Part Time:

How long in Business

Years

Months.

March 2015

Existing sq. ft.

943

Projected sq. ft.

Proposed Sources of Funding

Amount

Owner's Equity

3200

Other Sources of Cash (specify)

Bank Loan

TOTAL

Proposed Uses of Funding

<input type="checkbox"/> Lighting Fixtures
<input type="checkbox"/> Insulation Options
<input type="checkbox"/> Draft/Light sealants for windows and doors to conserve energy
<input type="checkbox"/> Automatic timed and Programmable devices
<input checked="" type="checkbox"/> Install energy efficient appliances per energy audit
<input type="checkbox"/> Provide options for Solar Energy such as fixtures (on a small scale)

III. BUSINESS INFORMATION:

Legal Name of Business: <u>All smiles general dentistry</u>		Fictitious Name (if applicable):		
Business Location: <u>12404 W Vickie Hwy</u>		Business Mailing Address: <u>12404 W Vickie Hwy North Miami Beach FL 33158</u>		
Owner(s)/Principle(s) Name(s): <u>Shanna Bankant</u>		Owner/Principle's Mailing Address:		
Taxpayer Identification Number: <u>16-344 1115</u>	Business Website:	Business Phone: <u>305-893-4801</u>	Business Fax: <u>305-675-3743</u>	
DUNS & BRADSTREET number:		Date of Incorporation: <u>8/6/2013</u>		
State of Business: <u>FL</u>	Years Business Ownership: <u>3 years</u>	Annual Sales: \$ <u>800,000</u>		
Business Type: <u>Dental Practice</u>				
INDIVIDUAL <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship	CORPORATION <input checked="" type="checkbox"/> Sub-S <input type="checkbox"/> C <input type="checkbox"/> LLC	PARTNERSHIP <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> LLC	OTHER <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> CRA <input type="checkbox"/> Franchise <input type="checkbox"/> Other	
Detailed description of how funds will be used (include a list of the items to be purchased, if applicable): <u>Purchase of new HVAC</u>				
Are there any City tax liens filed against the Business Applicant or any Guarantor or Co-applicant? Yes <input checked="" type="checkbox"/> No				
If yes, please explain.				
Ownership - Management Information				
Name	Title	% Ownership	# Years of Ownership	# Years in the line of Business
Shanna Bankant	President	100	3 years	5

IV. APPLICANT(S) PERSONAL INFORMATION:

APPLICANT			CO-APPLICANT		
Full Name (First, Middle, Last): <i>Shenna S. Bernhart</i>			Full Name (First, Middle, Last):		
Social Security Number: <i>595-38-3307</i>		DOB: <i>5/15/1985</i>	Social Security Number:		DOB:
Home Phone: <i>954-558-5413</i>	Cell Phone:	Work Phone:	Home Phone:	Cell Phone:	Work Phone:
<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried			<input type="checkbox"/> Married <input type="checkbox"/> Unmarried		
Are you a U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If not, are you a lawful Permanent Resident Alien?		Alien Registration #:	If not, are you a lawful permanent Resident Alien?		Alien Registration #:
		Place of Birth (Country):			Place of Birth (Country):
Present Address (Street, City, State, Zip Code): <i>665 Ne 25th St. apt. 405, Miami, FL 33137</i>			Present Address (Street, City, State, Zip Code):		
<input type="checkbox"/> Own <input checked="" type="checkbox"/> Rent			<input type="checkbox"/> Own <input type="checkbox"/> Rent		
Mailing Address if different from Present Address:			Mailing Address if different from Present Address:		
Previous Address (Street, City, State, Zip Code):			Previous Address (Street, City, State, Zip Code):		
Current Employer <input checked="" type="checkbox"/> Self-employed			Current Employer <input type="checkbox"/> Self-employed		
From To			From To		
<i>Owner-Dentist; 5 years in this line of work</i>					
Job Title and # Years in This Line of Work:			Job Title and # Years in This Line of Work:		
<p>It is important that the next three questions be answered completely. An arrest or conviction record will not necessarily disqualify you; however, an untruthful answer will cause your application to be denied. If you answer "yes" to any of the questions below, please furnish details on a separate sheet.</p>					

V. PROPERTY INFORMATION

Subject Property Address (street, city, state & ZIP): <u>12404 W Dixie Hwy, No 14th Avenue, FL 33161</u>		Property Control Number(s):
<input type="checkbox"/> Lot only	<input checked="" type="checkbox"/> Lot and building	Current Square Footage: <u>943</u> sq ft
<input type="checkbox"/> Own Yes Or <input checked="" type="radio"/> No <input type="checkbox"/> Lease Yes Or <input checked="" type="radio"/> No Did you provide copy of Lease or Letter of Authorization from property owner.		Is there a lien on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Property Owner's Name and Telephone Number: <u>M. G. Colonial Holdings, LLC 305-364-9945</u>		

VI. BUSINESS INDEBTEDNESS:

Creditor Name	Original	Maturity	Interest	Original	Current	Monthly	Status
(Business loan) Bank of America	20,000	6/1/20	5.2%		16,106.01		Current
(credit line) Bank of America	20,000	6/10/17	Adjust		20,000		Current
(Business loan) Bank of America	9,500	4/1/16	5.1%		9,500		Current

Applicants Certification

By my signature, I certify that I have read and understand the application, criteria and program requirements. I further certify that all the information I (we) supplied is correct and accurate. All of the owners of the company/organization (*regardless of ownership percentage*) are aware of this loan and are in full agreement with the business securing financing for this project. My (our) signature(s) represent my (our) agreement to comply with the City of North Miami and the Department of Housing and Urban Development, as it relates to grant request.

Each Proprietor, General Partner, Limited Partner and Business Owner, owning 20% or more must sign below. For all Non- Profit Organizations, all guarantors must be approved by Community Planning & Development

Business Name: Al's miles General Dentistry, P.A.
By: [Signature] President 7/19/16
Signature and Title Date

Guarantors:

_____ Signature and Title	_____ Date
_____ Signature and Title	_____ Date
_____ Signature and Title	_____ Date
_____ Signature and Title	_____ Date
_____ Signature and Title	_____ Date